



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240



MEMORANDUM OF UNDERSTANDING

**Between the
PET INDUSTRY JOINT ADVISORY COUNCIL
and the
UNITED STATES DEPARTMENT OF THE INTERIOR
to
CREATE PUBLIC AWARENESS ABOUT THE
THREAT OF INVASIVE SPECIES AND TO
PROMOTE RESPONSIBLE PET OWNERSHIP PRACTICES
TO PREVENT THE ACCIDENTAL OR INTENTIONAL
RELEASE OF INVASIVE SPECIES BY PET OWNERS**

This Memorandum of Understanding (MOU) is entered into by the Pet Industry Joint Advisory Council (PIJAC) and the following Federal agencies, hereinafter referred to as the “agencies” or by their names or initials:

United States Department of the Interior (DOI)
National Park Service (NPS)
United States Fish and Wildlife Service (FWS)

I. PURPOSE

The purpose of this MOU is to establish a general framework for cooperation and collaboration between the DOI and the PIJAC, its members and affiliated organizations to collaborate on mutually beneficial education and public awareness initiatives with respect to threats that invasive species pose to natural ecosystems, human health, and the economy and the need for the pet owning public to responsibly enjoy their companion animals while at the same time preventing the release of their animals and plants into the environment. A secondary intent is to unify the public and private sector organizations associated with this sector around this issue and provide vehicles to educate the pet owning public about the potential impacts of unwanted companion animals and related living organisms, including but not limited to mammals, birds, reptiles, amphibians, insects, plants, and aquarium and water garden species and empower them to adopt proactive prevention practices to protect and conserve our environment. Finally, the parties will cooperate in increasing public awareness with respect to the National Invasive Species Management Plan and initiatives of the National Invasive Species Council, or its constituent agencies.

II. AUTHORITIES

1. Fish and Wildlife Programs Improvement and National Wildlife Refuge Systems Centennial Act of 2000, Public Law 106-408;
2. Fish and Wildlife Coordination Act, 16 U.S.C. 661 *et seq.*;
3. Take Pride in America Act, Public Law 101-628;
4. Executive Order 13112 on Invasive Species, Executive Orders. February 8, 1999.
5. Nonindigenous Aquatic Nuisance Prevention and Control Act of 1990, as amended (16 U.S.C. 4701 *et seq.*); and
6. Lacey Act, as amended (18 U.S.C. 42)

III. THE PARTIES

1. Pet Industry Joint Advisory Council

The PIJAC is a non-profit, service-oriented organization comprised of members from every segment of the pet industry. These include importers/exporters of live organisms, retail and whole sale pet stores, product manufacturers, other industry trade associations in the United States and other countries, as well as hobby clubs and aquarium societies. PIJAC, a non-profit corporation organized pursuant to the laws of the District of Columbia, enters into this MOU pursuant to the approval of its Board of Directors.

2. National Park Service

The National Park Service preserves unimpaired the natural and cultural resources and values of the national park system for the enjoyment, education, and inspiration of this and future generations. The Park Service cooperates with partners to extend the benefits of natural and cultural resource conservation and outdoor recreation throughout this country and the world.

To achieve this mission, the National Park Service adheres to the following guiding principles:

Excellent Service: Providing the best possible service to park visitors and partners.

Productive Partnerships: Collaborating with federal, state, tribal, and local governments, private organizations, and businesses to work toward common goals.

Citizen Involvement: Providing opportunities for citizens to participate in the decisions and actions of the National Park Service.

Heritage Education: Educating park visitors and the general public about their history and common heritage.

Outstanding Employees: Empowering a diverse workforce committed to excellence, integrity, and quality work.

Employee Development: Providing developmental opportunities and training so employees have the "tools to do the job" safely and efficiently.

Wise Decisions: Integrating social, economic, environmental, and ethical considerations into the decision-making process.

Effective Management: Instilling a performance management philosophy that fosters creativity, focuses on results, and requires accountability at all levels.

Research and Technology: Incorporating research findings and new technologies to improve work practices, products, and services.

Shared Capabilities: Sharing technical information and expertise with public and private land managers

3. U.S. Fish and Wildlife Service

The mission of the U.S. Fish and Wildlife Service is working with others to conserve, protect, and enhance fish, wildlife, and plants and their habitats for the continuing benefit of the American people.

The Vision:

We will continue to be a leader and trusted partner in fish and wildlife conservation, known for our scientific excellence, stewardship of lands and natural resources, dedicated professionals, and commitment to public service.

Our Conservation Principles:

Science – Our work is grounded in thorough, objective science.

Stewardship – Our ethic is to conserve natural resources for future generations.

Service – It is our privilege to serve the American people.

Professionalism – We hold ourselves to the highest ethical standards, strive for excellence and respect others.

Partnerships – We emphasize creative, innovative partnerships.

People – Our employees are our most valued asset.

Legacy – We ensure the future of natural resource conservation by connecting people with nature.

IV. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

1. The DOI is responsible for the management of Federal lands, waters, and resources and desires to increase the public knowledge, awareness, use, enjoyment and appreciation of such Federal lands and resources and their management.
2. The DOI shares responsibility for the implementation of the National Invasive Species Management Plan.
3. The PIJAC is the pet industry national trade association responsible for promoting responsible pet ownership and animal welfare, fostering environmental stewardship, and ensuring the availability of pets.
4. The PIJAC is currently partnering with the FWS and others in promoting the *Habitattitudetm* campaign within the aquatics community to protect the environment from the release of unwanted aquatic organisms.

V. PRINCIPLES

To the extent authorized by law regulations and consistent with agency management objectives and policies, the PIJAC and the agencies agree to apply the following principles in implementing this MOU:

1. To provide for consistent and effective communications among the MOU participants, each of the entities shall appoint a representative to complete assigned tasks, discuss and consider new activities as appropriate that may be pursued under this MOU. The work plan includes, but is not limited to:
 - a. Participate in scheduled meetings and conference calls;
 - b. Participate in an annual strategic planning meeting and identify goals, objectives, demonstration projects;
 - c. Develop and implement a communication strategy for increasing public awareness among pet owners about the prevention of introducing into the environment living organisms that are or may become invasive species.

VI. TO THE EXTENT AUTHORIZED BY LAW AND CONSISTENT WITH AGENCY MANAGEMENT OBJECTIVES, THE PIJAC AND THE AGENCIES AGREE TO:

1. DOI agrees as follows:
 - a. Provide input on content applicable to participants public outreach initiatives;
 - b. Provide background materials, including messaging, brand identity standards, and cooperate with the PIJAC to produce scripts, articles, and other educational materials for use by the participants;
 - c. Encourage officials within the DOI to work with the PIJAC to develop mutually beneficial partnership initiatives that include, but are not limited to, education and outreach materials, promote cooperation between government and industry in promoting responsible ownership and management of companion pets and other living organisms in the pet industry;
 - d. The DOI will provide timely review of planned activities; including review of any written materials, advertisements, or other materials produced under the terms of this agreement;
 - e. All advertising and promotional material produced, published, broadcast, displayed, or exhibited by the DOI with respect to the activities jointly sponsored under the terms of this agreement shall acknowledge the PIJAC in a manner agreed to by the participants;
 - f. The DOI shall use the PIJAC name and/or logo, if appropriate, in good faith and in such manner as to enhance and promote the goodwill and reputation of the PIJAC;
 - g. The DOI shall not use the PIJAC name and/or logo in association with or in relation to any other activity that may adversely or detrimentally affect the goodwill of the PIJAC;
 - h. On termination or expiration of this agreement, the DOI will immediately cease to use or otherwise refer to the PIJAC name and/or logo.

2. PIJAC agrees to the following:

- a. The PIJAC will take steps to engage all segments of the pet industry to partner in a national invasive species outreach campaign. This initiative will include promotion of association member ownership and participation in the campaign through inclusion of appropriate campaign information in publications, websites, in-store signage, seminars, educational presentations, and linkages between retail outlets and Agencies to demonstrate the government/industry partnership in dealing with an environmental issue;
- b. The PIJAC will allow the DOI to use the PIJAC brand identity graphics, including logos as mutually agreed upon during the term of this agreement;
- c. The PIJAC will encourage its members through periodic initiatives to ensure that the pet owning public is provided information on being responsible pet owners, aquarium and pond keepers and the importance of preventing the release of invasive species;
- d. The PIJAC will, to the extent feasible, provide exhibit space for the DOI exhibits at member-sponsored trade shows and consumer shows;
- e. The PIJAC will cooperate with the DOI to identify opportunities to increase public awareness among the pet owning public about the importance of being responsible pet owners and preventing the release of pets in ecosystems;
- f. The PIJAC will provide campaign information materials oriented to the industry and consumers through its website or additional websites as well as other mediums as resources permit.
- g. The PIJAC will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this agreement or to Agencies or the name or title of any employee of the DOI in connection with this agreement;
- h. The PIJAC will implement provide outreach activities through its communications and customer outlets through (1) the development of mutually acceptable education materials and tools to elevate the public's awareness of the impact of invasive species on the environment, and (2) development and promotion programs designed to raise the pet owning public's awareness and promote how to be responsible pet owners;
- i. All materials developed pursuant to this MOU with respect to a sponsored activity shall acknowledge the DOI in a manner agreed to by the participants;
- j. The PIJAC shall use the DOI name and/or logo, if appropriate, in good faith and in such a manner as to enhance and promote the good will and reputation of the DOI;
- k. The PIJAC may use the DOI brand identity graphics, including logos according to the express written approval and consent of its usage on each product generated pursuant to the terms of this agreement.
- l. The PIJAC shall not use any indicia or logo belonging to the Federal Government without the express written consent of that organization;
- m. The PIJAC shall not use the DOI names and/or logos in association with or in relation to any other activity that may adversely or detrimentally affect the goodwill of the DOI;
- n. On termination or expiration of this agreement, the PIJAC will immediately cease to use or otherwise refer to the DOI name and/or logo.

VII. PRINCIPAL CONTACTS

The principal contact for the PIJAC concerning this MOU is:

Marshall Meyers
Executive Vice President
and General Counsel
Pet Industry Joint Advisory Council
1220 19th Street, NW
Washington, DC 20036
202-452-1525
mmeyers@pijac.org
www.pijac.org

The principal contact for the DOI is:

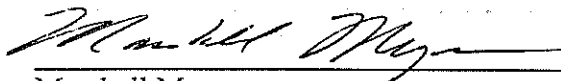
James Cason
Associate Deputy Secretary
Department of the Interior
1849 C Street, N.W.
Washington, D.C. 20240
202-208-6291

VIII. MISCELLANEOUS PROVISIONS

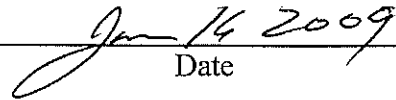
1. The parties will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing the objectives enumerated in this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.
2. In implementing this MOU, each agency will be operating under its own laws, regulations, and policies, subject to the availability of appropriated funds.
3. Nothing in this MOU authorizes any of the parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This MOU does not provide that authority. Negotiation, execution, and administration of these agreements must comply with all applicable law.
4. Other than the agencies' support of the principles in this MOU, nothing in this MOU constitutes or shall be interpreted to imply an endorsement by the United States of any product, service, or opinion of NGS. Other than supporting the principles under this MOU, the agencies will not endorse or give the appearance of endorsing any product, service, or opinion of PIJAC in implementing this MOU.

5. Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.
6. This MOU in no way restricts the agencies or PIJAC from participating in similar activities with other public or private agencies, organizations, and individuals.
7. This MOU is not intended to and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.
8. Pursuant to Federal Law, no member of or delegate to Congress may benefit from this MOU either directly or indirectly.
9. Any information furnished to the agencies under this MOU is subject to the Freedom of Information Act, 5 U.S.C. § 552.
10. The parties will comply with the Federal Advisory Committee Act to the extent it applies.
11. Other federal agencies may be added to this MOU with the written concurrence of all the parties.
12. This MOU takes effect on the date it is fully executed and will expire ten years from its effective date. This MOU may be extended or amended upon written agreement of all the agencies and PIJAC. Either the federal agencies collectively or PIJAC may terminate this MOU after 60 days written notice. Any agency may terminate its participation in the MOU after 60 days written notice to other parties.

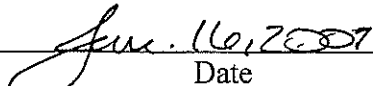
IX. SIGNATORIES



Marshall Meyers
Executive Vice President
and General Counsel
Pet Industry Joint Advisory Council


Date

Monica A. Noe
Deputy Assistant Secretary—Human Capital, Performance, and Partnerships
Department of the Interior


Date